

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Featherlite, Inc.		10/27/2006	CORPORATION: MINNESOTA

RECEIVING PARTY DATA

Name:	Featherlite Coaches, Inc.
Street Address:	4441 Orange Blvd
City:	Sanford
State/Country:	FLORIDA
Postal Code:	32771
Entity Type:	CORPORATION: NEVADA

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	2479782	FEATHERLITE LUXURY COACHES
Registration Number:	2435300	FEATHERLITE VOGUE
Registration Number:	2435298	FEATHERLITE VANTARE
Registration Number:	2437095	FEATHERLITE VOGUE
Registration Number:	2285094	FEATHERLITE VOGUE
Registration Number:	2397887	FEATHERLITE AVIATION
Registration Number:	2397886	FEATHERLITE AVIATION
Registration Number:	2281287	FEATHERLITE VOGUE
Registration Number:	2061353	FEATHERLITE COACHES
Registration Number:	2094982	VANTARE'
Registration Number:	2225563	VANTARE

CORRESPONDENCE DATA

Fax Number: (612)332-9081

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

CH \$290.00 2479782

Phone: 612.336.4602
Email: lstrom@merchantgould.com
Correspondent Name: Andrew S. Ehard
Address Line 1: P.O. Box 2910
Address Line 4: Minneapolis, MINNESOTA 55402-0910

ATTORNEY DOCKET NUMBER:	15642
NAME OF SUBMITTER:	Andrew S. Ehard
Signature:	/Andrew S. Ehard/
Date:	02/21/2007

Total Attachments: 5
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source=Bill of Sale#page5.tif

BILL OF SALE

FEATHERLITE, INC., a Minnesota corporation (the "Company"), for good and valuable consideration given by FEATHERLITE COACHES, INC., a Nevada corporation (the "Purchaser"), the receipt of which is hereby acknowledged by the Company, pursuant to that certain Amended and Restated Asset Purchase Agreement by and among the Purchaser, the Company and Universal Trailer Holdings Corp., a Delaware corporation, dated as of October 26, 2006, as amended (the "Asset Purchase Agreement"), by these presents does hereby convey, grant, bargain, sell, transfer, set over, assign, deliver and confirm unto the Purchaser, its successors and assigns, forever, free and clear of all Encumbrances, Liabilities and Excluded Liabilities with respect thereto, except for Permitted Encumbrances or as expressly provided in and pursuant to the Asset Purchase Agreement and the exhibits and schedules thereto, the Assets, as defined by and in the Asset Purchase Agreement; provided, however, nothing herein sells, conveys, assigns or transfers to the Purchaser the Excluded Assets as identified in the Asset Purchase Agreement:

All right, title and interest in and to the Assets of the Company and the I-4 trailer dealership in Sanford, Florida, except the Excluded Assets, arising from, in connection with, necessary or used in conjunction with, the Business, including:

- * (A) cash and cash equivalents, including investment funds and accounts and marketable securities, (B) any and all accounts receivable, (C) life insurance policies and all interests therein on the lives of Conrad Clement and Tracy Clement, (D) inventory and supplies, including the Pryor, Oklahoma trailer inventory and supplies, (E) property, equipment and other tangible personal property, which shall include (x) the #43 Richard Petty Grand Prix Pontiac, (y) the #3 Dale Earnhardt Monte Carlo Chevrolet, and (z) all computer hardware (including servers) at the Sanford, Florida location, (F) prepaid expenses and deposits associated with the Assets, (G) the Company's ownership interest in and right to use the Coach Division Names, the name "Featherlite Aviation," and the other Intellectual Property used in the Business, together with other intangible assets of the Business, including all of the goodwill of the Coach Division of the Company, (H) all of the Company's Permits related to the Business to the extent transferable, (I) the Company's rights and benefits of and under the Operating Contracts, (J) all current or pending claims or current rights to claim reimbursement or payment under the non-life insurance policies of the Company with respect to the Business as such arise from or relate to the Business, (K) the owned Real Estate and Leased Real Estate leases, which includes the owned Real Estate and Leased Real Estate and leasehold improvements at the Sanford, Florida; Mocksville, North Carolina; Indio, California and Newport, Oregon locations, (L) the capital stock of Featherlite Aviation, and (M) the documents, books and records (financial or otherwise) relating to the Business, whether in tangible or intangible form, including ledgers, files, correspondence, lists, human resource policies, procedures manuals and the like, creative materials, advertising and promotional materials, studies, reports and other printed, written or electronic materials;

- Furniture, fixtures, equipment and all other tangible personal property, wherever located, identified on Schedule A hereto;
- Contracts identified on Schedule B hereto, and all rights thereunder;
- Intellectual Property rights, identified on Schedule C hereto;
- Leased Real Estate leases identified on Schedule D hereto;
- provided, however, that the Assets shall not include the Excluded Assets.

In furtherance of the foregoing, the Company agrees that it will, at any time and from time to time, on and after the Closing Date, upon the reasonable request of the Purchaser, do or cause to be done all such further acts and things and execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, any and all papers, documents, instruments, agreements, assignments, transfers, assurances and conveyances as may be necessary or desirable to carry out and give effect to the provisions and intent of the Asset Purchase Agreement and this Bill of Sale. In addition, from and after the Closing Date, the Purchaser and the Company will afford to the other and their respective attorneys, accountants and other representatives access, during normal business hours, to such personnel, books and records relating to the Company or the Business as may reasonably be required in connection with the preparation of financial information, the filing of Tax Returns and the operation of the Business, and will cooperate in all reasonable respects in connection with claims and Proceedings asserted by or against third parties, relating to or arising from the transactions contemplated hereby.

This instrument shall be effective at the close of business on the date hereof, and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

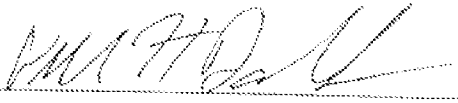
All terms or phrases capitalized herein and not otherwise defined shall have the meaning(s) ascribed to them in the Asset Purchase Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Company has caused this Bill of Sale to be executed by an authorized representative, effective as of the 27 day of October, 2006

COMPANY:

FEATHERLITE, INC.

By 

Its William H. Dabney, Jr.
Vice President

[SIGNATURE PAGE TO BILL OF SALE]

**SCHEDULE C
TO
BILL OF SALE**

INTELLECTUAL PROPERTY RIGHTS

Patents

None.

Copyrights

None.

Trade Names

Featherlite Luxury Coaches®
 Featherlite® Coaches
 Featherlite® VIP Biker's Club
 Featherlite® VIP Club
 Featherlite Vantare®
 Vantare®
 Featherlite Vogue®
 Vogue

Trademarks and Service Marks

Ref. #	Jurisdiction	Application Serial No.	Title/Subject	Filing Date	Issue Date	Registration Number	Expiration Date	Comments
1.	US	76009438	Featherlite Luxury Coaches (design plus words)	07/17/00	08/21/01	2479782	08/21/11	Trademark
2.	US	76015691	Featherlite Vogue (design plus words)	04/03/00	03/13/01	2435300	03/13/11	Trademark
3.	US	76015459	Featherlite Vantare (design plus words)	04/03/00	03/13/01	2435298	03/13/11	Trademark
4.	US	76015446	Featherlite Vogue (typed drawing)	04/03/00	03/20/01	2437095		Trademark
5.	US	75516773	Featherlite Vogue (typed drawing)	07/10/98	10/12/99	2285094	10/12/09	Trademark
6.	US	75852489	Featherlite Aviation	11/16/99	10/24/00	2397887	10/24/10	Service Mark

Schedule C-1

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FINAL

Ref. #	Jurisdiction	Application Serial No.	Title/Subject	Filing Date	Issue Date	Registration Number	Expiration Date	Comments
			(design plus words)					
7.	US	75852487	Featherlite Aviation (typed drawing)	11/16/99	10/24/00	2397886	10/24/10	Service Mark
8.	US	75517124	Featherlite Vogue (design plus words)	07/10/98	09/28/99	2281287	09/28/09	Trademark
9.	US	75118237	Featherlite Coaches (design plus words)	06/13/96	05/13/97	2061353	05/13/07	Trademark
10.	US	75159300	Vantare' (words in stylized form)	09/03/96	09/09/97	2094982	09/09/07	Trademark Int'l Reg. Number: 0834412
11.	US	75395489	Vantare (design plus words)	11/24/97	02/23/99	2225563	02/23/09	Trademark
12.	Canada	1198650	Vantare'	12/02/03	--	--	--	Filed/Pending
13.	Int'l	1231160	Vantare'	07/14/04	07/14/04	834412	07/14/14	

Computer Software

Software	Description
Adobe Acrobat Standard 5.0	
Adobe Acrobat Standard 6.0	
Adobe Acrobat Standard 7.0	
Adobe After Effects Professional for Mac	
Adobe Creative Suite Premium for Mac	
Adobe Final Cut Pro Production Suite	
Adobe Photoshop CS	
Adobe Photoshop V 5.5	
Adobe Premier V6.5	
Autodesk 2006 LT	

Schedule C-2

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FBI/AL